

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NORTH CAROLINA-- BRYSON CITY DIVISION

ROBERT STEWART, an individual, and  
others similarly situated,

Plaintiff,

vs.

Case No. 2:11 cv 26

LEGAL HELPERS DEBT RESOLUTION, PLLC,  
a Nevada limited liability company;  
MACEY, ALEMAN, HYSLIP & SEARNS, an  
Illinois general partnership;  
CDS CLIENT SERVICES, INC., a California  
corporation;  
JEFFREY HYSLIP, an individual;  
LINDA CAROL, an individual,

Defendants.

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**AFFIDAVIT OF ROBERT STEWART**

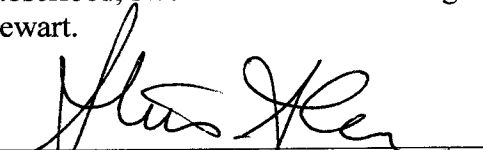
The undersigned, personally appearing, and being duly sworn deposes and says:

1. I am over the age of eighteen.
2. I have never communicated with an attorney associated with Legal Helpers Debt Resolution, PLLC relating to my debts.
3. On or about June 1, 2010, I received a copy of the contract attached to my Complaint as Exhibit A from Eric Chung, who is not an attorney, and I signed the contract and returned it to Mr. Chung.
4. On or about June 1, 2010, I received a power of attorney form from Eric Chung and I signed the form and returned it to Mr. Chung. A copy of the power of attorney for is attached hereto as Exhibit A.
5. I received the materials, copies of which are attached hereto as Exhibit B, from a representative of Legal Helpers Debt Resolution, PLLC on or about June 10, 2010.

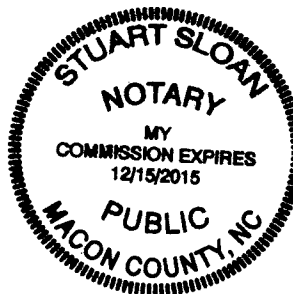
6. Beginning June 1, 2010 and ending May 31, 2011, I paid the sum of \$721.53 per month to Global Client Solutions, LLC as directed by Legal Helpers Debt Resolution, PLLC for the purpose of settling or altering the terms of payment of my debts. A copy of a statement demonstrating my payment to Global Client Solutions, LLC and a copy of the schedule of payments prepared by Legal Helpers Debt Resolution, LLC is attached hereto as composite Exhibit C.
7. On or about July, 2010 I received from Legal Helpers Debt Resolution, LLC a copy of the "Letter of Representation" attached to my complaint as Exhibit D.

  
Affiant, Robert Stewart

Subscribed, sworn to and acknowledged personally appearing before me this July 15, 2011, by Robert Stewart.

  
Notary Public

My commission expires: \_\_\_\_\_



## EXHIBIT A



**LEGALHELPERS**  
DEBT RESOLUTION, LLC

The National Law Firm of Macey, Aleman, Hyslip & Searns  
P: (866) 528-9169 | F: (866) 945-9166 | www.legalhelpersdrccs.com

MAIN OFFICE  
Sears Tower  
233 S Wacker Dr., Suite 5150  
Chicago, IL 60606

ADMINISTRATIVE OFFICE  
2152 DuPont, Suite #101  
Irvine, CA 92612  
PH: (866) 528-9169  
F: (866) 945-9166  
cs@legalhelpersdrccs.com

## POWER OF ATTORNEY

I/We, ROBERT STEWART

Located at 64 JACOBS MOUNTAIN RD

In the City of FRANKLIN State of NC Zip 28734

hereby appoint Legal Helpers Debt Resolution, LLC ("L.H.D.R.") as my/our attorney-in-fact to do the acts described in this Power of Attorney. L.H.D.R. (and/or its designees) is hereby authorized to act as my/our limited financial advisor and to represent me/us in negotiating the modification, reduction, settlement, and payment on any and all debts allegedly due and owing in my/our name.

I/We authorize L.H.D.R. to request and receive confidential credit and account information from creditors, credit bureaus, collection agencies, creditor attorneys, or any other third parties who may be in possession of such information and could be viewed by me/us personally.

This Power of Attorney revokes all earlier Power of Attorney given by, or on behalf of, me/us relating to all communications of creditors' claims and shall be effective and binding on me/us until revoked by an instrument in writing executed by me/us. I/We further authorize L.H.D.R. to release a copy of this Power of Attorney to my/our creditors or their agents. A copy of this Power of Attorney shall be deemed as effective as an original.

Executed on this 1 day of JUNE, 2010

Client Signature

082-66-4254

Client Social Security Number

Co-Client Signature

Co-Client Social Security Number

**PARTNERS**  
Melinda Blum (CA)  
Eric Mazon (AZ)  
Cynthia Simmons (AZ)  
Wynette Smith (AZ)  
Richard Goodman (CA)  
Mauri Searns (CA)  
Marti Searns (CA)  
Cynthia Matthews (CA)  
Karen Gentry (TX)  
Bert Smith (CA)

Greg Dixon (AZ)  
William Rumb (AZ)  
Thomas Moody (AZ)  
John Stinson (AZ)  
Stephanie Kish (AZ)  
Sara Rapp (AZ)  
Ruth Whitman (AZ)  
Dorinda Rumb (AZ)  
Sally Brown (AZ)  
Jeremy Miller (AZ)

Sandra Kuchler (AZ)  
Troy Mowbray (AZ)  
Lori Leigh (AZ)  
James Agnew (AZ)  
John Whitman (AZ)  
Kath Whitman (AZ)  
Sara Rapp (AZ)  
Ruth Whitman (AZ)  
Dorinda Rumb (AZ)  
Sally Brown (AZ)  
Jeremy Miller (AZ)

Wendy Kuchler (AZ)  
Thomas Rumb (AZ)  
David Rumb (AZ)  
John Rumb (AZ)  
Gloria Rumb (AZ)  
Ruth Whitman (AZ)  
Sara Rapp (AZ)  
Ruth Whitman (AZ)  
Dorinda Rumb (AZ)  
Sally Brown (AZ)  
Jeremy Miller (AZ)

Robert Searns (AZ)  
John Rumb (AZ)  
Tim Rumb (AZ)  
Everett Searns (AZ)  
Marti Searns (AZ)  
Oliver Searns (AZ)  
Marti Searns (AZ)  
Fancy Searns (AZ)  
Marti Searns (AZ)  
Marti Searns (AZ)

## EXHIBIT B

# HELPERS

DEBT RESOLUTION, LLC

By the law firm of Macey, Aleman, Hyslip & Searns, the Nation's Largest Debt Resolution Law Firm







This letter confirms Legal Helpers Debt Resolution, LLC (LHDR) will be representing you in your debt resolution. We have initiated the procedures necessary to notify your creditors that you are now being represented by LHDR. It is extremely important for you to understand that the program will not work without your patience and full cooperation. During the negotiation process it is important that you respond to any proposals and/or requests that we may ask for, as quickly as possible.

We have included a list of frequently asked questions regarding the LHDR Debt Negotiation Program. If you have specific questions regarding your account, feel free to contact our Client Services Department at (866) 528-9169. Our regular business hours are Monday through Friday, 9 am to 5 pm Pacific Time. You may also e-mail any questions to [cs@legalhelpersdrcs.com](mailto:cs@legalhelpersdrcs.com). Facsimiles should be sent to (866) 945-9166. Please be sure to include your full name, and LHDR client account number on any correspondence and/or communication to us at LHDR. Correspondence may also be mailed to our administrative office address below:

**Legal Helpers Debt Resolution, LLC**

2152 DuPont, Suite #101  
Irvine, CA 92612

If you receive a call from a creditor or collection agency, first write the details of the call in the Call Log that we have included in this Welcome Packet. You should now advise anyone who calls you that you are currently being represented by an attorney regarding this matter and then provide the caller with LHDR's name and phone number. You should not engage in arguments or negotiations with any creditors or collection agencies that may call you. We will be contacting everyone upon receiving their contact information from you on the Call Logs.

A great deal of time and effort has been spent in determining an affordable monthly payment to deposit into your settlement account. Therefore, it is imperative that you make the appropriate funds available in your account on the days we have agreed to transfer funds. Failure to make these funds available as agreed may result in the loss of good settlements and possibly termination of your representation by LHDR.

**You will find the following enclosures in this packet:**

- Our pledge
- Our communication with you
- How to handle communication with debt collectors
- Violations of the fair debt practices act
- Separate account for settlement funds
- Your communication with us
- FAQ
- Call log

Please read through this packet in its entirety and contact us with any questions you may have. Following the procedures we have outlined for you will assist in expediting the process. We look forward to negotiating and settling your debt.

Sincerely,

Compliance Department  
Legal Helpers Debt Resolution, LLC

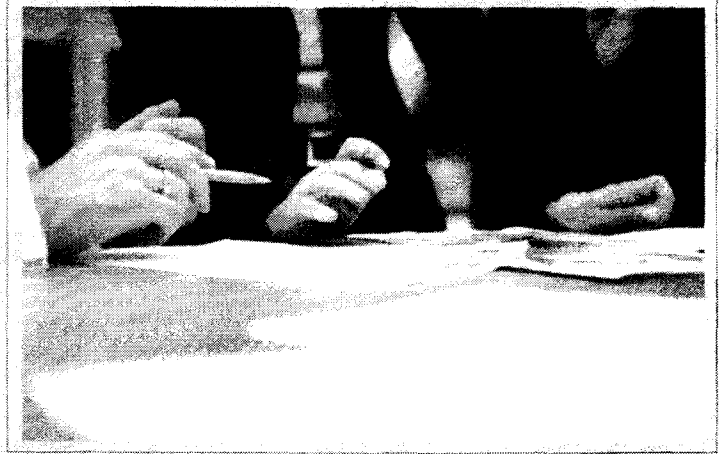


## OUR PLEDGE TO OUR CLIENTS

Legal Helpers Debt Resolution, LLC is a national law firm committed to our clients' need for solutions to their debt problems.

In these tough economic times, where our government is bailing out banks and credit card companies with your tax dollars, it seems ironic that no one has considered how to give consumers relief from their increasing debt, often caused by practices of credit card companies and banks but, sometimes, by circumstances of life.

Many people turn to debt resolution for different reasons. They may have seen their available credit drastically reduced or interest rates and minimum payments becoming excessively high. Many have suffered a financial setback. Our firm has a national reputation for excellence in the representation of consumers in financial distress. We are committed to providing the highest level of legal service. Our success rests solely on the relationships we build with our clients. These relationships are built on trust, understanding, and mutual respect.



We make this three-step pledge to our clients:

### FIRST

Like a security blanket, we will take control of your debt resolution issues. We will contact your unsecured creditors to advise them that they should only communicate with our firm as your attorney. In the event that any creditor, or collection agency, violates Federal or state laws in regard to their debt collection practices, we are prepared to fully represent you to protect your rights under the law.

### SECOND

We will analyze which debt resolution alternative makes the most sense for you and fully explain these options to you. In many situations, we will propose the option of debt negotiation or a financial workout plan that you can afford.

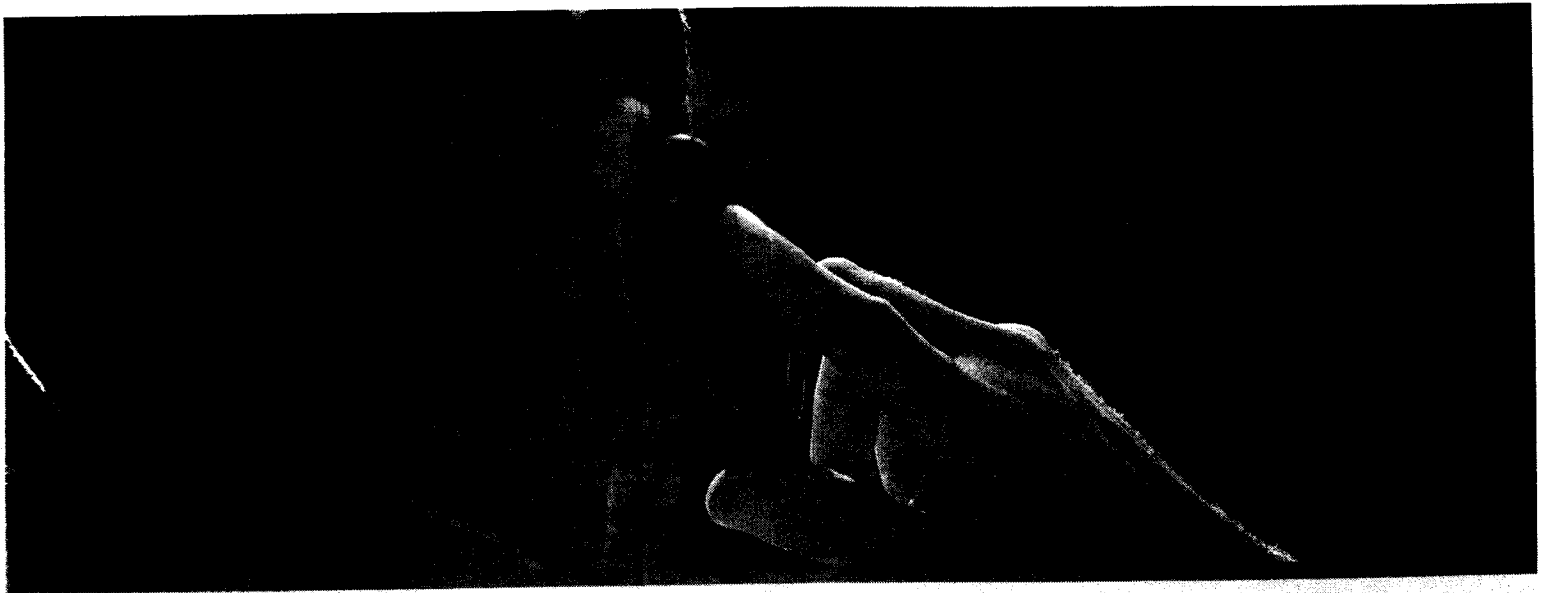
### FINALLY

If your circumstances change or a particular debt resolution plan does not meet your needs, we will be prepared to discuss additional alternatives, including the discharge of your debt.

You will never be without a viable alternative. This is our commitment and our pledge to our clients.

## LEGAL HELPERS DEBT RESOLUTION, LLC

*Legal Helpers Debt Resolution, LLC is a trade name of the law firm of Macey, Aleman, Hyslip & Seams and operates under the firm name in states which do not permit law firm trade names. Actual results will vary based on individual situations and negotiations. LHDR makes no representation or guarantee that we will be able to lower your debts by a specific amount or percentage. Legal Helpers Debt Resolution, LLC is a debt relief agency. We help people with their debt resolution, including filing for protection under bankruptcy laws.*



Thank you for selecting Legal Helpers Debt Resolution, LLC to assist you in the process of becoming debt-free. Our commitment is to make this program as successful and stress free as possible. One of the main keys to this will be to develop and maintain clear, open communication between you and our company.

The section below provides you with an outline of when you can expect to hear from us and, on the following page, when we should expect to hear from you.

## OUR COMMUNICATION WITH YOU

### DAY 1-3

Once your file is approved a compliance call is made within 72 hours.

### ONCE RETAINED

Welcome package and letters of representation sent out

### DAY 30

One of our friendly Client Service Representatives will contact you to review the contents of this Welcome Packet. You will have an opportunity to ask any questions that may have come up during your review of this packet.

### DAY 60

You will receive a call from our Client Service Department to review vital information, answer any questions or concerns you may have and to ensure your program is progressing appropriately. At this juncture of the program you probably will not have sufficient funds accumulated in your Special Purpose Savings Account, however, this call will provide us with an opportunity to address any questions you might have and to review aspects of the program that you feel need additional clarification.

In addition to these three calls, you will receive monthly calls and/or email correspondence throughout the duration of your program from our Client Service Representatives. The calls we make to you have been designed to ensure you have thorough and up-to-date information about your program. Your participation in this process will teach you the valuable skills necessary to become debt-free!



## HOW TO HANDLE COMMUNICATION WITH DEBT COLLECTORS



Communication with debt collectors should always be done in writing. Debt collectors prefer oral communication because it works to their advantage. Keeping all information regarding communications with debt collectors documented in writing usually works to your advantage. If you receive any correspondence in the mail from a debt collector, please fax to Legal Helpers Debt Resolution, LLC (LHDR) at (866) 945-9166.

Written communication works to your advantage because you have a record of everything the collector says to you. Additionally, the debt collector is less likely to intimidate you and/or use deceptive tactics if they are forced to put their words in writing.

If a debt collector calls you, simply notify the caller you are "currently being represented by an attorney regarding payment on this account". Then, provide the caller with LHDR's name and phone number of (866) 528-9169 and request them to contact LHDR to discuss the account. Do not engage in conversation with them.

### **There is no law requiring you to communicate with the debt collector on the telephone.**

Be sure to keep a call log of the following: date and time of the call, your credit card account number, and the name and phone number of the debt collector that calls you. Excessive harassment is a violation of the Fair Debt Collection Practices Act (Commonly referred to as the FDCPA).

An important step in your program occurs when your accounts get turned over from your original creditor to a collection agency. This usually happens in approximately 120 to 180 days from when you stop paying the creditor. The law requires a collection agency to send an explanation of rights allowing a consumer to dispute a debt within five (5) days from the first contact by that collector. This letter is called a 30-day letter. If you receive a 30-day letter from a collection agency you should fax the letter to LHDR at (866) 945-9166. If you believe any information is incorrect or if you believe you do not owe the debt, notify LHDR of such erroneous information and LHDR will prepare a dispute letter and send it to the collection agency.

If you receive any correspondence in the mail regarding a debt requesting you to call into their office immediately, do not do it. You should fax the document(s) to us at (866) 945-9166 and we will contact the collector on your behalf.

You are not required to give your telephone number to a debt collector.  
You are not required to give any information to the debt collector.

**Most Important** - save copies of everything! This includes proof of payment and letters sent to debt collectors. Even the envelope containing the postmark, name, and return address information of the debt collector could be useful in determining compliance of the law. LHDR is a National Consumer Protection Law Firm, and will assist you with any violations. Again, if you feel a collection agency has crossed the line to harassment, you should contact LHDR immediately. If an FDCPA violation is identified, we will represent you on that violation at no additional cost, as collection agencies are required to pay our attorney fees. Additionally, you may be entitled to monetary damages.

## VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

The Fair Debt Collection Practices Act, commonly referred to as the FDCPA, is a Federal law designed to protect you, the consumer. It clearly spells out the rights you have. It prohibits debt collectors from using dishonest and abusive methods of collecting money owed.

### Illegal Practices in Attempting to Collect a Debt:

- A debt collector calls your work after you tell the collector not to call your work.
- A debt collector calls before 8 a.m. or after 9 p.m. in your time zone.
- A debt collector makes an excessive number of phone calls. (Usually, more than 1 call per day.)
- A debt collector claims to be an attorney or sends letters that look like they are from a law office. (Unless the debt collector is actually an attorney.)
- A debt collector continues to contact you even after they have been made aware that you are being represented by an attorney.
- A debt collector tells someone other than you, your spouse, or your attorney that you owe them money.
- A debt collector misrepresents the amount of money owed, or the legal status of the debt.
- A debt collector fails to honor your request for them to cease communication with you.
- A debt collector gives false information regarding your credit.
- A debt collector threatens to garnish your wages or take your personal property. (This can only be done with a court order.)
- A debt collector uses obscene language.
- A debt collector threatens you, or your family.
- A debt collector does not give you a 3 to 10 day notice before cashing a check post-dated issued by five (5) or more days.
- A debt collector threatens you with criminal prosecution or tries to imply you're committing a crime that you could be arrested for and go to jail.

If you feel a debt collector has violated any of your rights under the Fair Debt Collection Practices Act, contact Legal Helpers Debt Resolution and we will assist you with any violations. The debt collector may be required to pay you fines and damages.

## PHONE RESPONSE FOR CREDITORS & COLLECTORS

We realize that intentional or not, you may get caught on the phone with creditors and collectors. Your creditors and collectors are calling to find out if you can make a payment. The less information that creditors or collectors obtain about you, the easier it will be for us to negotiate with them.

Below is a short script that may be used when speaking with your creditors. This is a great example of how to handle conversations without giving up more information than is necessary to achieve our primary objective.

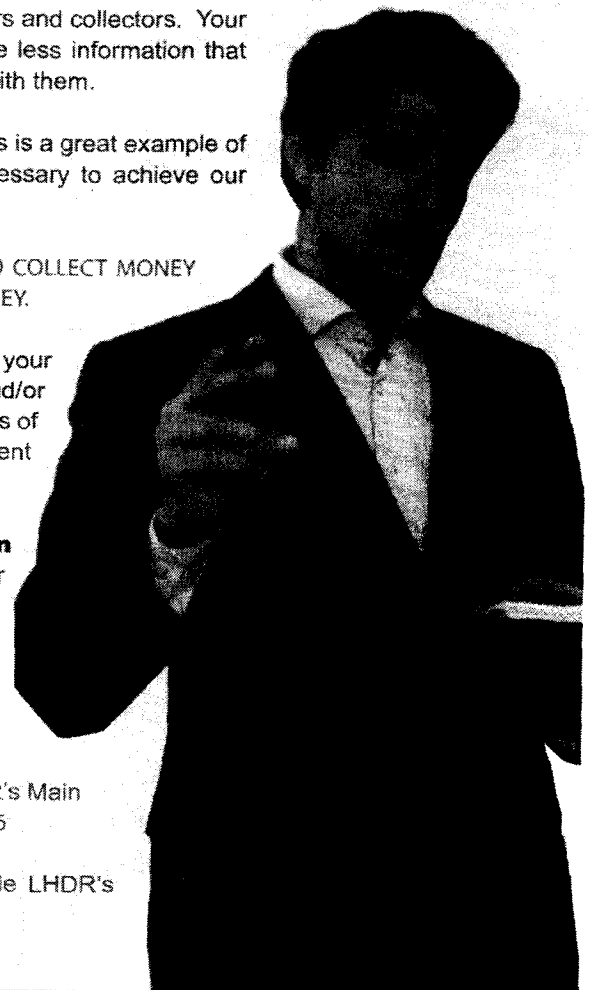
PLEASE DON'T BE AFRAID TO HANG UP THE PHONE ON ANYONE CALLING YOU TO COLLECT MONEY AFTER YOU HAVE NOTIFIED THEM YOU ARE CURRENTLY REPRESENTED BY AN ATTORNEY.

BEFORE giving the above explanation, you should first document all calls on your Call Log including; the name of the representative who is calling, the creditor's and/or collection agency's name on the account they are calling about, the last four digits of account number, and phone number of the representative. Also, you may document a brief description of the contents of the call if necessary.

You should advise the caller you are, **"currently being represented by an attorney regarding payment on this account."** Then, provide the caller with LHDR's name and phone number of (866) 528-9169. If the caller persists in speaking to you, just hang up and document the call on the Call Log.

**NOTE:** It is possible that a creditor and/or collection agency may request LHDR's address. Please inform the caller of the following information as needed

1. If the caller requests an address for attorney verification, please provide LHDR's Main Office address of: LHDR, Sears Tower, 233 S. Wacker Dr., Suite 5150, Chicago, IL 60606
2. If the caller requests an address to mail correspondence to, please provide LHDR's Administrative Office address of: LHDR, 2152 DuPont, Suite #101, Irvine, CA 92612



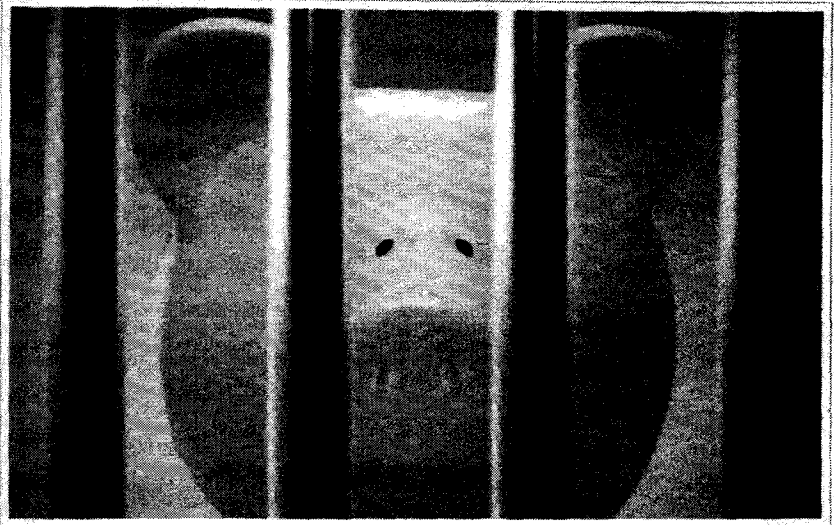


## SEPARATE ACCOUNT FOR SETTLEMENT FUNDS

You are responsible for accumulating the Settlement Funds that will be paid to your creditors (by you), once a settlement agreement (by us) has been made. The amount you need to save each month and when that payment is to be made has already been calculated and incorporated into the program.

The information can be found on the bottom of the "Special Purposes Account" (SPA) form application or in the Payment Confirmation Schedule. Upon enrollment into the program, you will be set up with your own dedicated SPA account to begin the accumulation of settlement funds.

This FDIC insured account will only exist for the term of your settlement program and be used exclusively for the accumulation and disbursement of settlement funds as well as program costs. Once your program is complete, this account will be closed. The LHDR Client Services Department will set this account up and you can access your settlement SPA account online, 24 hours a day, 7 days a week.



## INFORMATION REGARDING YOUR PAYMENT

Your "Total" Monthly Payment includes both the payment of our Service Costs drafted electronically by us from your SPA account and your Settlement Funds, which are left in your SPA account to accumulate monthly. Months 1 - 3 of the payment schedule will also contain a portion of the \$500 Attorney Retainer Fee.

Your program term, budget and down payment of fees and costs will dictate whether you are contributing funds to savings in months 1 - 3. Our \$500 Attorney Retainer Fee gets paid prior to any monies goes towards Service Cost and Settlement Funds. See: Payment Summary or Payment Confirmation Schedule for details.

Once our Attorney Retainer Fee and your Service Cost has been paid, then your "Total" Monthly Payment; minus the monthly maintenance costs; will remain in your bank account for the remainder of the program to accumulate as your Settlement Funds.

**Remember that if you need to make any changes to your payments whatsoever, you must contact us within 5 Business Days prior to your scheduled payment date.**

If you have any questions regarding your payments, please call our Customer Service Department at (866) 528-9169 between normal business hours of Monday through Friday, 9 am to 5 pm Pacific Standard Time., or email us at: [cs@legalhelpersdrcs.com](mailto:cs@legalhelpersdrcs.com).



## **YOUR COMMUNICATION WITH US**

### **Written Correspondence**

If you receive any written correspondence regarding the accounts you have enrolled in our program, please fax, mail or e-mail them to our office right away. Not every document you receive will require any action to be taken, however, by sending us the documents, you will ensure a much simpler and less stressful experience in your debt settlement program.

**NOTE:** Monthly credit card statements are not needed.

## **ACCOUNT ACCESS**

Access your settlement account online, 24 hours a day, 7 days a week. It's simple and easy to use. You can view your statements online, verify balances and payments, change your address, access important documents and even email us directly through your account. Follow the simple steps below and you will be able to manage your account online instantly.

1. Go to our website - [www.legalhelpersdrccs.com](http://www.legalhelpersdrccs.com)
2. Log into the Client Section
3. Enter your username (the client ID we have on file for you)
4. Enter your password (the last 4 digits of your social security number)

If you need further assistance on how to access your account online, call one of our Client Service Representatives at (866) 528-9169 and they will be glad to assist you.

## **GENERAL QUESTIONS REGARDING YOUR ACCOUNT:**

### **Client Services Department**

Open Mon-Fri 9am-5pm PST  
(866) 528-9169

### **Client Services Fax**

(866) 945-9166

### **Client Services E-Mail**

[cs@legalhelpersdrccs.com](mailto:cs@legalhelpersdrccs.com)



## FREQUENTLY ASKED QUESTIONS

### **Q. When does Legal Helpers Debt Resolution begin settling my debt?**

**A.** Once you have fully retained our services, we will send letters to your creditors notifying them that we are now representing you and we will then begin negotiations. However, we can only settle each account once your settlement funds are available. This usually takes approximately six (6) to nine (9) months on your first account.

### **Q. If I miss a monthly payment to Legal Helpers Debt Resolution will I be dropped from the program?**

**A.** Not necessarily. Simply call our Client Services Department five (5) business days prior to your payment date and a Client Services Representative can frequently make alternative arrangements with you. It is understandable that circumstances may arise, and we can help you get back on track with your payment schedule.

### **Q. How do I get an update on my account?**

**A.** The most common update requests that LHDR receives are related to correspondence and payment changes. LHDR will provide the following updates: 1.) Confirmation of any correspondence received in our office; and 2.) An updated Payment Confirmation Schedule to confirm any payment changes, settlements or additional settlement funds. Any additional update requests usually fall under settlement progress, but if you had any additional questions you can always call us at (866) 528-9169, Monday through Friday, from 9 a.m. to 5 p.m. Pacific Time to speak with a Client Services Representative.

### **Q. How do I find out the progress of my settlements?**

**A.** You need not contact us to find out the progress of settlements because LHDR will contact you with any settlement offers on any accounts listed in your program. If need be, you may always call our Client Services Call Center.

### **Q. When will I receive calls from LHDR regarding settlement?**

**A.** You will receive calls from LHDR's negotiations department throughout the program. However, experience has shown us that the best settlements happen at the end of the month. Creditors and collection agencies typically offer the best settlements at this time. Due to our knowledge of this situation, we are able to effectuate some of the best settlement offers at the end of the month. Therefore, you will commonly receive higher frequency of calls from LHDR for settlements at the end of the month as opposed to the beginning.

### **Q. How do I complete payment on a settlement?**

**A.** LHDR will inform you of all settlement opportunities, and if you agree with the settlement terms that we've negotiated, we will provide you with a Settlement Approval Letter which will include the details of your settlement. You will then review, sign, and send the document back to us. Upon receipt of the signed Settlement Approval Letter, you will be given contact information to complete a check by phone payment to your creditors from your bank account to finalize the settlement; which takes about 5 minutes. Should you have any additional questions about this process, you can call us at (866) 528-9169, Monday through Friday from 9 a.m. to 5 p.m. Pacific Time to speak with a Client Services Representative.

### **Q. Will I still make monthly payments to my creditors while in the program?**

**A.** No. Once you have retained Legal Helpers Debt Resolution (LHDR), you can stop paying your creditors, as you have already determined you cannot afford to pay your creditors what they were asking and you have since chosen the approach of us negotiating your accounts. In addition, this would weaken our chance of settling your accounts at the estimated forty percent (40%).

### **Q. Are my creditors going to continue to call me?**

**A.** They may; however, included in your Welcome Package are Call Logs for you to document calls and provide to us. We have already mailed letters to your creditors notifying them we represent you and requesting them to stop contacting you. Most creditors honor these requests, but some aggressive creditors may not. Just remember, if a creditor calls you, it is best not to engage in any conversations or negotiations with them. When you receive a call from a creditor or collection agency, write the details of the call in the Call Log and follow the Phone Response included in your Welcome Package.

### **Q. Will my creditors or collection agencies call me at work?**

**A.** They may. If you receive calls at work from a creditor, write the information down on your Call Log and refer to the Phone Response in your Welcome Package. We will review the Call Log, contact the creditor and request that they discontinue calling you at work. On the other hand, collection agencies may attempt to contact you at work; however, once you have verbally asked them to refrain from calling you at work, they are obligated by law to stop. Please let us know if this happens because if a collector persists, we will represent you to protect your rights, which may result in fines against the offender(s).



**Q. Will my creditors continue to contact me by mail?**

**A.** Your creditors may correspond with you by mail - this is allowed. If you receive ANY correspondence from your creditors, please forward it to Legal Helpers Debt Resolution.

**Q. Will this program have a negative effect on my credit?**

**A.** Absolutely. All debt management programs, such as Consumer Credit Counseling, Debt Consolidation, Debt Settlement, and Debt Negotiation have a negative effect on your credit. However, once your individual accounts are settled, your creditors are required to report this information to all major credit reporting bureaus to update your individual credit report as satisfied.

**Q. Why should I use Legal Helpers Debt Resolution to settle my debt instead of handling it myself?**

**A.** Our team of negotiators has extensive experience and knowledge in negotiating debt. We have an impeccable relationship with most creditors and collection agencies, which are usually unwavering in negotiating with the consumer directly. Furthermore, we have extensive knowledge of both State and Federal laws such as the Fair Debt Collection Practices Act (FDCPA) to assist protecting your rights under these laws.

**Q. Who do I call if I have a question about the program or a problem with a creditor?**

**A.** You can contact our Client Services Call Center directly at (866) 528-9169 – any Client Services Representative will have access to your account and be able to assist you.

**Q. Do I have to include all of my creditors into the program for settlement?**

**A.** No. You are allowed to keep one credit card open for emergency purposes. Any accounts that are included in the program can no longer be used. Please be sure that the card you keep out of the program does not have the same issuing banks as any accounts included in the program. (That same issuing bank might decide to cancel that card which is left open in the future.)

**Q. How long will it take me to become debt-free?**

**A.** It typically takes about 30 to 40 months. However, it could be much sooner depending on each individual situation.

**Q. What if my creditors will not settle?**

**A.** Creditors know that if they don't settle even for a fraction of the debt, they will most likely get nothing. Creditors know that at a certain point, they have to make reasonable concessions. Most creditors are willing to settle very quickly. In the rare event that a creditor will not settle with our initial offer, they will usually return with a counter offer that will still be favorable to you. Creditors know that if you choose bankruptcy, then they will receive absolutely nothing, and that is what your creditors are trying to avoid. Remember, all of your debt that has been accepted into our debt negotiation program is "unsecured" debt. Unsecured debt is the most costly type of debt for a creditor or collector to collect on. In order to reduce their cost of collection, most creditors and collectors want to settle as soon as possible. It is our experience in negotiating debt, which obtains the best possible settlements for you. It is our 35% minimum debt reduction promise, which greatly improves the probability of that happening.

**Q. Will Legal Helpers Debt Resolution stop the interest, finance charges, penalties, or late/over-the-limit fees from accruing on my accounts?**

**A.** We cannot stop a creditor from adding interest, penalties, or late/over-the-limit fees to an account. Your individual program will reflect those fees and/or interest, and is incorporated into the settlement. Because we often negotiate the debt down to a fraction of what you owe, your savings are usually far greater than any interest, finance charges, or late fees that can accrue. Keep in mind; we always negotiate off the original balances as listed upon entry of the program.

**Q. How does the 5% Contingency Fee work?**

**A.** Pursuant to paragraph VIII in the Attorney Retainer Agreement, "if LHDR is able to obtain a sixty-five percent (65%) or greater reduction of Client's total scheduled debt of the original balance on the accounts listed in the Creditor Listing Form, Client agrees to pay LHDR on a contingency fee basis five percent (5%) of the amount of debt reduction (total amount enrolled in the program less amount of settlement) accomplished by the work of LHDR and its staff, which will be reconciled at the end of the program. The initial \$500 flat fee retainer paid by Client shall be fully credited as a partial payment towards the client's obligation for the 5% contingency fee". For example: If you come to us with \$100k of total debt, we estimate to settle at \$40K. If we settle at or below \$35K, let's say \$35K, then you would pay us 5% of \$65K equaling \$3,250 minus the \$500 Attorney Retainer Fee you already paid, and you would owe us an additional total of \$2,750. However you would have saved an additional \$5K below your original estimated settlement of \$40K. Therefore, your net additional savings is the \$5K minus the \$2,750 equaling an additional savings to you of \$2,250.

**Q. How does the minimum performance standard of 35% reduction work?**

**A.** Pursuant to paragraph XII in the Attorney Retainer Agreement, "LHDR maintains a standard of representation for each individual account entered by Client into the LHDR debt resolution plan, of a minimum of settlement debt reduction of thirty-five percent (35%) of the debt's face value at the time of settlement, including interest, penalties and late fees. In the event that LHDR does not meet this minimum standard for a particular account, it shall refund the pro rata share of the 15% Service Cost paid to CDSCS for such work under the direct supervision of LHDR and LHDR shall further direct CDSCS to settle that individual account for Client at no additional cost". In other words, if at the end of your program, LHDR cannot settle an account for 65% or less of the balance at the time of settlement, then LHDR will refund the 15% Service Cost on that individual account. Additionally, LHDR will negotiate and settle that account at no additional cost to you.



## EXHIBIT C

Global Client Solutions LLC  
4500 South 129th East Ave, Ste 177  
Tulsa, Oklahoma 74134

**Global Client Solutions LLC**  
**Account #: 6036335098030140**

RETURN SERVICE REQUESTED

February 17, 2011

|||||

ROBERT STEWART  
64 JACOBS MOUNTAIN RD  
FRANKLIN, NC 28734-0933



**ACCOUNT ACTIVITY STATEMENT (THIS IS NOT A BILL)**

DATE	DESCRIPTION	TYPE	AMOUNT	BALANCE
01/18/11	Monthly Fee - 01/15/11	Customer Fee	-50.00	1,498.81
01/18/11	Admin Fee - 01/15/11	Customer Fee	-345.90	1,152.91
01/20/11	ACH Monthly Draft - 01/15/11	Deposit	721.53	1,874.44

Account Inquiries (800) 398-7191

**Correspondence Address-**  
4500 South 129th East Ave, Ste 177  
Tulsa, Oklahoma 74134

**Payment Address-**  
PO Box 690870  
Tulsa, OK 74169-0870

**Please note our new correspondence address.** If you have any questions or need assistance you can contact us at the phone number referenced above or by email, [customersupport@globalclientsolutions.com](mailto:customersupport@globalclientsolutions.com). Please note that the above account balance may not be the actual balance of your account due to pending transactions not yet processed.

**Please see the reverse side for Error Resolution Procedures**

CFSSmt5-0215-126786746-04246-1689

# **Payment Schedule**

<b>Client:</b> Stewart				<b>Program Start Date:</b> 6/15/2010		
<b>Term:</b>	36	<b>Total Debt:</b>	\$43,045.82	<b>Settlement Amount:</b>	\$17,218.33	
Program Month	Date	Monthly Maint. Cost	Retainer	Monthly Admin Cost	Savings	Total Payment
1	6/15/2010	\$ 50.00	\$ 166.67	\$ 403.55	\$ 101.31	<b>\$721.53</b>
2	7/15/2010	\$ 50.00	\$ 166.67	\$ 403.55	\$ 101.31	<b>\$721.53</b>
3	8/15/2010	\$ 50.00	\$ 166.67	\$ 403.55	\$ 101.31	<b>\$721.53</b>
4	9/15/2010	\$ 50.00	\$ -	\$ 403.55	\$ 267.98	<b>\$721.53</b>
5	10/15/2010	\$ 50.00	\$ -	\$ 345.90	\$ 325.63	<b>\$721.53</b>
6	11/15/2010	\$ 50.00	\$ -	\$ 345.90	\$ 325.63	<b>\$721.53</b>
7	12/15/2010	\$ 50.00	\$ -	\$ 345.90	\$ 325.63	<b>\$721.53</b>
8	1/15/2011	\$ 50.00	\$ -	\$ 345.90	\$ 325.63	<b>\$721.53</b>
9	2/15/2011	\$ 50.00	\$ -	\$ 345.90	\$ 325.63	<b>\$721.53</b>
10	3/15/2011	\$ 50.00	\$ -	\$ 345.90	\$ 325.63	<b>\$721.53</b>
11	4/15/2011	\$ 50.00	\$ -	\$ 345.90	\$ 325.63	<b>\$721.53</b>
12	5/15/2011	\$ 50.00	\$ -	\$ 345.90	\$ 325.63	<b>\$721.53</b>
13	6/15/2011	\$ 50.00	\$ -	\$ 345.90	\$ 325.63	<b>\$721.53</b>
14	7/15/2011	\$ 50.00	\$ -	\$ 345.90	\$ 325.63	<b>\$721.53</b>
15	8/15/2011	\$ 50.00	\$ -	\$ 345.90	\$ 325.63	<b>\$721.53</b>
16	9/15/2011	\$ 50.00	\$ -	\$ 345.90	\$ 325.63	<b>\$721.53</b>
17	10/15/2011	\$ 50.00	\$ -	\$ 345.90	\$ 325.63	<b>\$721.53</b>
18	11/15/2011	\$ 50.00	\$ -	\$ 345.90	\$ 325.63	<b>\$721.53</b>
19	12/15/2011	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
20	1/15/2012	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
21	2/15/2012	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
22	3/15/2012	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
23	4/15/2012	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
24	5/15/2012	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
25	6/15/2012	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
26	7/15/2012	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
27	8/15/2012	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
28	9/15/2012	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
29	10/15/2012	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
30	11/15/2012	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
31	12/15/2012	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
32	1/15/2013	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
33	2/15/2013	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
34	3/15/2013	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
35	4/15/2013	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
36	5/15/2013	\$ 50.00	\$ -	\$ -	\$ 671.53	<b>\$721.53</b>
<b>Grand Totals:</b>		\$ 1,800.00	\$ 500.00	\$ 6,456.87	\$ 17,218.33	<b>\$25,975.20</b>

Applicant Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT D

Fax: 3259479824

Jul 1 2010 12:33

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1/10 10:34

1-866-945-9167

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**LEGALHELPERS**  
 DEBT RESOLUTION, LLC

 The National Law Firm of Macey, Alenian, Hyslip & Seaton  
 P: (866) 528-9169 | F: (866) 945-9166 | [www.legalhelpersllc.com](http://www.legalhelpersllc.com)

 MAIN OFFICE  
 33 S Wacker Dr., Suite 3150  
 Chicago, IL 60606

 ADMINISTRATIVE OFFICE  
 2152 DuPont, Suite 101  
 Irvine, CA 92612  
 Attn: (866) 528-9169  
 F: (866) 945-9166  
[www.legalhelpersllc.com](http://www.legalhelpersllc.com)

## LETTER OF REPRESENTATION

July 1, 2010

 CAPITAL ONE  
 PO BOX 79265  
 CITY OF IND, CA 91716-9265

Re: ROBERT STEWART

Account # 4802137043648940

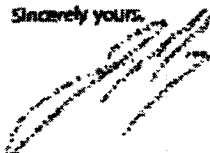
To Whom It May Concern:

Our law firm represents the above client(s) in regard to payment of the outstanding balance of the account held by your institution.

We are reviewing our client's financial circumstances in order to determine all feasible legal remedies. Although we are prepared to advise our client regarding the full range of appropriate debt resolution options, they have asked us to work directly with your institution to consider any less severe alternatives at the outset. Although it is our responsibility to provide our clients with full protection of their legal rights, it is our intention to respect our client's initial instructions and work directly with your institution regarding resolution of this account.

Please cease and desist all communication with the above client(s) and direct all contact to our Administrative Offices at (866) 528-9169, or via mail at 2152 DuPont, Suite 101, Irvine, CA 92612 in regard to any matter concerning this debt, so we can present this information to our client. Please also take careful notice that the client(s) cannot receive any calls on a mobile phone, in the place of employment and/or a phone intended for business use.

Sincerely yours,

  
 Jeffrey S. Hyslip, Esq.  
 Managing Attorney  
 Admitted in Ohio